

UNITED STATES OF AMERICA
BEFORE FEDERAL COMMUNICATIONS COMMISSION

In the matter of:

Request for Review by

Hacienda La Puente Unified School District
15959 East Gale Avenue, P.O. Box 60002
City of Industry, California 91716

Billed Entity Number 143557
Application Number 64020
Funding Request Number 59909

of Decision of Universal Service Administrator,
FCC Docket Nos. 97-21 and 96-45

RECEIVED

JUL 8 1999

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Request for Extension of Time To File Appeal

Hacienda La Puente Unified School District of Los Angeles County, California ("School District"), requests an extension of time in which to file its appeal from the decision of the Universal Service Administrator ("Administrator") denying the request of the School District for approval of funding for the first program year. Because the School District did not have notice of the adverse decision until June 21, 1999, the School District requests an extension of time until July 21, 1999, in which to file its appeal.

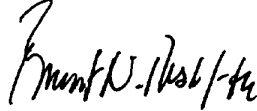
The rules of the Commission require the appeal of the School District from the adverse decision of the Administrator to be filed within thirty days from the date of issuance of the decision. 47 C.F.R. § 54.720. If the date of issuance of the decision of the Administrator is the date that appears on the decision (copy attached as Attachment A), June 8, 1999, the appeal of the School District is due tomorrow, July 9, 1999. See 47 C.F.R. § 1.4(b)(5). The School District did not receive the decision of the Administrator, however, until June 21, as indicated by the date stamp that appears on Attachment A, almost two weeks after the date that appears on the face of the decision, and the School District had no notice of the need to appeal until June 21.

The financial consequences to the School District of the adverse decision of the Administrator are significant and substantial, and the School District believes that the decision of the Administrator, denying services requested under Funding Request Number 59909 "because part of the services, 'fiber deployment,' were not commercially available," is in error and should be reversed by the Commission.

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List A B C D E

Accordingly, the School District requests an extension of time to July 21, 1999, in which to file its appeal.¹

Respectfully submitted,



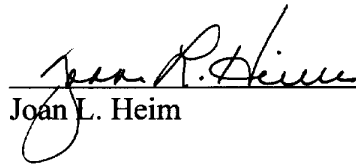
Brent N. Rushforth
Heller Ehrman White & McAuliffe LLP
815 Connecticut Avenue, N.W.
Washington, D.C. 20006
202-785-4747 TEL.
202-785-8877 FAX

Date: July 8, 1999

¹ In the alternative, should the Commission determine to deny the request for an extension of time for appeal, the School District requests that the Commission consider this filing, and Attachments A and B hereto, as the appeal from the adverse decision of the Administrator and render a decision on the merits of the appeal.

CERTIFICATE OF SERVICE

I hereby certify that I have, this 8th day of July 1999, caused to be served copies of the foregoing Request for Extension of Time To File Appeal by hand delivery on the Office of the Secretary, Federal Communications Commission, and by mail on the Universal Service Administrator.


Joan L. Heim

ATTACHMENT A

USAC
UNIVERSAL SERVICE
ADMINISTRATIVE CO.

Box 125 - Correspondence Unit
100 South Jefferson Road
Whippany, New Jersey 07981

SCHOOLS AND LIBRARIES DIVISION**Administrator's Decision on Appeal**

June 8, 1999

~~Michael Droe~~

Hacienda La Puente Unified School District
15959 East Gale Avenue, P.O. Box 60002
City of Industry, CA 91716

RECEIVED

JUN 21 1999

Re: Billed Entity Number: 143557
Application Number: 64020
Funding Request Number(s): 59909
Your Correspondence Dated: March 22, 1999

After thorough review and investigation of your appeal, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company has resolved your appeal which seeks approval of additional discounts for the first program year. This letter addresses our decision concerning each Funding Request Number that was included in your letter of appeal for the above referenced Application Number. If your letter of appeal addressed more than one Application Number, a separate letter will be issued to inform you of our decision on the appeal of each Application Number included in your appeal.

Funding Request Number: 59909
Decision on Appeal: Denied in full.

The following explanation is provided to inform you of the reason for our decision on appeal of this Funding Request Number, for those appeals that are denied in full.

Denial Reason(s):

Services ~~requested under~~ Funding Request Number 59909 were denied because part of the services, "fiber deployment", were not commercially available. Provision of the service being requested was subject to the availability of service facilities and the contract includes the construction, trenching, conduit and subconduit deemed to be necessary to bring the fiber optic facilities required to support the OC-3 and OC-12 services to the customer sites.

If you feel further examination of your application is in order, you may file an appeal with the Federal Communications Commission, Office of the Secretary, 445 12th Street, SW, Room TW-A325, Washington, DC 20554. Before preparing and submitting your appeal, please be sure to review the FCC rules concerning the filing of an appeal of an Administrator's Decision, which are posted to the

SLD Web Site at www.sl.universalservice.org. You must file your appeal with the FCC no later than 30 days from the date of the issuance of this letter, in order for your appeal to be timely filed.

We thank you for your continued support, patience, and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

ATTACHMENT B

Contact Person's Name _ Michael G. Droe

and Phone Number: 828-833-1031

Block 5: Services Ordered

15. "Shared" services: All EXCEPT site-specific, internal connections and dedicated ("private line") connections from only one school or library to an ISP or other end user.

(1)	(2)	CONTRACT			(6)	(7)	Amount		(10)	(11)
SLC Service Provider Number or Full Legal Name of Service Provider	Universal Service Control Number for Form 470 on which this is based	(3) Contract Number (if applicable)	(4) Award Date	(5) Expiration Date	Services or Products	Service Start Date	(8) Estimated One Time Pre-discount Cost	(9) Estimated Monthly Pre-discount Cost	Estimated Total Annual Prediscount Cost	Percentage Discount (from Item 14)
GTE California, Incorporated	268220000018896	ICB CA97-02339	10/10/97	12/31/98	Telecommunications Services	01/01/98	\$4,000,000.00	\$49,000.00	\$388,000.00	82.00%
					Internet Access					
					Internal Connections (Shared)					
					Telecommunications Services					
					Internet Access					
					Internal Connections (Shared)					
					Telecommunications Services					
					Internet Access					
					Internal Connections (Shared)					

Michael B. Drex

Control # 8091

6/5/98
1200
PP

Contract Purpose's Name: <u>Mishael G. Droe</u>		and Phone Number: <u>678-833-1031</u>								
Block 5: Services Ordered										
15. "Shared" services: All EXCEPT site-specific, internal connections and dedicated ("private line") connections from only one school or library to an ISP or other end user.										
(1)	(2)	CONTRACT			(6)	(7)	Amount		(10)	(11)
SLC Service Provider Number or Full Legal Name of Service Provider	Universal Service Control Number for Form 470 on which it is based	(3) Contract Number (if applicable)	(4) Award Date	(5) Expi- ration Date	Services or Products	Service Start Date	(8) Estimated One Time Pre- discount Cost	(9) Estimated Monthly Pre- discount Cost	Estimated Total Award Prediscount Cost	Percentage Discount (from Item 14)
QTEC Atlanta, Incorporated	211220X601846	NCB CA97-0239	10/10/97	12/1/98	Telecommunications Services	08/01/98	\$4,000,000.00	\$45,000.00	4,585,000.00	5.20%
					Internet Access					
					Internal Connections (Shared)					
					Telecommunications Services					
					Internet Access					
					Internal Connections (Shared)					
					Telecommunications Services					
					Internet Access					
					Internal Connections (Shared)					



Hacienda La Puente Unified School District
15959 EAST GALE AVENUE • P.O. BOX 60002 • CITY OF INDUSTRY, CA 91716-0002 • (818) 933-1000

March 22, 1999

Letter of Appeal
Schools and Libraries Division
Universal Service Administration Company
Box 125 - Correspondence Unit
100 South Jefferson Road
Whippany, NJ 07981

RE: Appeal of Funding Commitment Decision Letter

Applicant Name:	Hacienda La Puente Unified School District
Form 471 Application Number:	64020
Billed Entity Number:	143577
Funding Request Number:	00059909

Contact Information:	Michael Droë Networks & Computer Services Hacienda La Puente Unified School District 15959 E. Gale Avenue P.O. Box 60002 City of Industry, CA 91716-0002
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Phone:	(626) 933-1021
FAX:	(626) 330-4579
E-mail:	mdroe@hlpusd.k12.ca.us

To Whom It May Concern:

A Funding Commitment Decision (FCD) Letter dated February 25, 1999 was received by us in response to an application (FCC form 471 #64020) for discount funding based upon a pre-discount cost of \$4,882,000.00. The FCD letter stated that the application was denied because:

"A significant portion of this FRN includes a request for
Telecommunications Services that are not commercially available."

The discount application was for Asynchronous Transfer Mode (ATM) telecommunications services as provided by GTE California, Incorporated (SPIN #143004769). Although ATM services are relatively new offerings and may not be widely deployed outside of telecommunication carrier networks, we disagree with the

SLD's findings that this service is not commercially available and thus ineligible for discount funding. Furthermore, we submit that the service is appropriate, eligible and commercially available according to the terms of the associated contract and the regulations published by the FCC and the SLD. As a result, we request that the appropriate funding be approved and allocated as per the application.

In support of this position, the basic eligibility of ATM is referenced in multiple FCC regulations and decisions. Based upon the history of this school district in utilizing advanced telecommunications technologies, including ATM, the school district has established the use of ATM services as an effective and efficient technology to further the educational goals of the organization. The decision to not limit a school or library to the use of a specific telecommunications service is noted in FCC Report and Order 97-157 section 431 as adopted by the Commission on May 7, 1997, which states:

"We adopt the Joint Board's recommendation, supported by many commenters, to provide the schools and libraries with the maximum flexibility to purchase from telecommunications carriers whatever package of commercially available telecommunications services they believe will meet their telecommunications service needs most effectively and efficiently."

The eligibility of ATM as a general telecommunications service offering by GTE California to other customers within and outside of the state of California, both public and private, and not provided solely for the benefit or use by the school district is further supported by FCC Code Regulation paragraph 54.502, which states that:

"For the purposes of this subpart, supported telecommunications services provided by telecommunications carriers include all commercially available telecommunications services in addition to all reasonable charges that are incurred by taking such services, such as state and federal taxes."

Specifically with respect to Asynchronous Transfer Mode services, the FCC's Fourth Order on Reconsideration, FCC 97-420, CC Docket 96-45 lists this as an Eligible Service and states that

"It [ATM] can be used for both WAN and LAN applications and provides a seamless interworking between the two."

In paragraph 193 of this same Order, it states that discounts will be available on wide area networks only if the services/components can be classified as an eligible service. Note 585 of paragraph 193 states that the services or components of a wide area network may be leased telephone lines because such an arrangement constitutes a telecommunications service.

It should be noted that although ATM is a fairly new and advanced fiber-optic based telecommunications service from GTE, the school district has utilized a similar ATM service at six sites since 1985 under various contracts with GTE California. The eligibility of these ATM services, and specifically, ATM wide-area services, are summarized on the SLD web page (www.slcfund.org/reference/470_App_Guid_Docs/470wan.asp) relative to this subject, which states that :

The term "lease" is used to refer to contractual arrangements whereby the ownership of the facility remains with the service provider. No ownership attributes will be undertaken by the lessee. The lessee is essentially the "renter" of the service or facility. In conventional telecommunications terms, the lessee is the "ratepayer" of services. Whether or not a contractual arrangement constitutes a lease will be based on a review of commercially reasonable terms and conditions. SLD will not commit to discounts on a contract that is titled or described as a lease when in effect the terms of the agreement constitute a purchase (for example, a lease which includes up front payment of capital costs will not be eligible for discounts).

The telecommunications service contract (ICB-CA97-02339) between the Hacienda La Puente Unified School District and GTE California allows the school district to lease these ATM services for multiple sites at a fixed monthly rate and with a one-time non-recurrent charge as is common with most telecommunications services. At no time does any value and/or ownership of this contract or related components revert to the school district during or upon termination of the service contract. Furthermore, the NRC charge specified by the contract as signed by the school district is for implementation of the service at the designated sites. At no time does the school district assume any ownership and/or liability for goods purchased with these monies. As such, the contract is clearly a lease contract and the school district is, in conventional telecommunications terms, the "ratepayer".

Specifically with respect to this ATM service contract between the school district and GTE California, there does not exist any component, provision or service of this contract that cannot be exercised by another institution or otherwise deemed commercially unavailable. Like any other telecommunications service contract, tariffed or otherwise, there both non-recurrent and recurrent charges involved as necessary costs for implementation and operation. While the recurring charges cover the ongoing operational expenses of the provider for the service, the non-recurrent charges cover installation. None of these expenses serve to provide extra-ordinary benefits beyond that of the commercially available service.

In summary, ATM is clearly an eligible wide-area and commercially available service as defined and noted within federal telecommunications code and several FCC regulations and orders. As required by these sources for eligibility, the ATM service is leased by the school district from a telecommunications carrier, GTE California, and is done so without

me
acquisition of property or transfer in ownership to the school district through any means or mechanism of this agreement. The question of commercial availability can be addressed by nature of GTE offering similar ATM service to other public and private institutions both within and outside the state of California, and by the fact that the school district has had similar contracts for ATM service with GTE since 1985. The utilization of this service by the school district is done ~~so~~ in accordance with federal law pertaining to Universal Service, FCC regulations, and SLD recommendations, and as such should be approved for discount funding in the 1998 funding year. ✓

Thank you for your time and consideration.

Respectfully,



Michael G. Droe
Director
Networks & Computer Services
Hacienda La Puente Unified School District

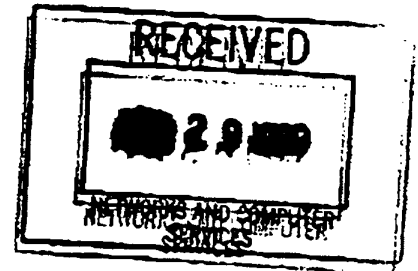


Schools and Libraries
Division

760 739 9124 P.18/34
Box 125 - Correspondence Unit
100 South Jefferson Road
Whippany, NJ 07981
Phone: 888-203-8100

MARCH 25, 1999

MICHAEL DROE
HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT
PO BOX 60002
CITY OF INDUSTRY, CA 91716



RE: APPLICATION 64020

The Schools and Libraries Division of the Universal Service Administrative Company (formally the Schools and Libraries Corporation) has received your correspondence regarding the 1998-99 funding decision on your application.

When the Schools and Libraries Division (SLD) receives your correspondence, it is reviewed and the specific concern, inquiry or dispute is identified. In either case -- an appeal or an inquiry -- the program integrity assurance records for the application and all supporting documentation submitted by the applicant are consulted. Throughout this process the SLD will seek to determine whether the program rules were administered appropriately in processing your application. In the case of an appeal, once this process is completed, the SLD will respond in writing and state whether your appeal is approved, denied or approved in part. Responses to inquiries may also be in the form of a telephone call, e-mail or written letter.

Whether your letter is an inquiry or an appeal, it is our goal to conclude this process and respond to you within 45 days. Funds have been set aside to implement funding decisions for those appeals which are approved by the SLD and which may be ultimately approved by the Federal Communications Commission.

The volume of letters we are receiving is higher than expected, which may cause our response time to be longer than initially anticipated. Our goal is to provide a timely, accurate and complete response to each applicant. We regret any inconvenience that you may experience with respect to this process and wish to thank you in advance for your patience.

Schools and Libraries Division
Universal Service Administrative Company

SLD Funding Notification Synopsis for Application Number: 00064020

Funding Request Number: 00059909 Funding Status: Unfunded or Denied
SPIN: 143004769 Service Provider Name: GTE California Incorporated
Provider Contract Number: IBC CA97-02339
Services Ordered: Telecommunications Services
Effective Date of Discount: 01/01/1998 Contract Expiration Date: 12/31/1998
Estimated Total Annual Pre-discount Cost: \$4,882,000.00
Discount Percentage Approved by SLD: N/A
Funding Commitment Decision: \$0.00 - Incl. svcs./ or product(s)
Funding Commitment Decision Explanation: A significant portion of this FRN includes
a request for Telecommunications Services that are not commercially available.



GTE Telephone
Operations

P.O. Box 152092
Irving, TX 75015-2092

September 13, 1997

TO: Michael Droe
Director of Network & Computer Services
Hacienda La Puente Unified School District

FROM: Rod Spriggs
Joe Lardieri
GTE

RE: HLP ATM Network

Outlined below are the costs and service elements associated with the proposed ATM network for the Hacienda La Puente Unified School District. Since GTE and the District have enjoyed a long and mutually beneficial partnership, we have attempted to keep this document brief and to the point. Despite its brevity, however, we are confident you will find it ideal for your future connectivity and budget requirements.

Service Description

GTE California will furnish forty-two (42) OC-3c and one (1) OC-12c ATM UNI connection via single mode fiber optic facilities to the Hacienda La Puente Unified School District for the sites previously specified. Service on each circuit will be provisioned at Sustained Cell Rates (SCR) of 155 Mbps or 622 Mbps for OC-3c and OC-12c spans respectively. Any excess access fiber or interoffice facilities required are incorporated into the pricing outlined below.

Service will be provisioned over GTE's existing SONET infrastructure to ensure physical layer redundancy. Full redundancy of GTE's core ATM switch, a Newbridge 36170 located at our La Puente Central Office, is also be included. All service is for a one (1) year term and a minimum of two (2) annual options to renew. Additional optional renewal years may be added at any time upon the mutual consent of both parties.

This service will replace any ATM services and associated contractual obligations currently furnished by GTE California to the District. All service pricing will be filed with the California Public Utility Commission as a fully regulated public service offering.

Pricing

The majority of the costs associated with this project entail excess fiber construction of access and interoffice facilities. The pricing listed below incorporates all construction costs as well as normal ATM installation charges. The monthly cost is shown as an aggregate cost for all sites.

Non-recurring Charge:	\$4,000,000.00
Monthly Recurring Charge:	\$ 42,975.00

Thank-you, again for the opportunity to be of service.

AGREEMENT

This Agreement is entered into between GTE California Incorporated (GTEC), with its principal offices at One GTE Place, Thousand Oaks, California, 91362-3811, and Hacienda La Puente Unified School District ("Customer"), located at 15959 E. Gale Avenue, City of Industry, California, 91716-0002.

In consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

- 1. Subject to availability of service facilities, GTEC shall provide at each site specified in Attachment A (q.v.) a single, non-redundant, Optical Carrier Level 3 concatenated interface (OC-3c) on single mode fiber optic cable ("Service") to Customer at the quantities and rates specified and detailed in Attachment A. Additionally GTEC shall provide at the specified District Office Site a single, non-redundant, Optical Carrier Level 12 concatenated interface (OC-12c) on single mode fiber optic cable. GTEC is hereby also obligated to provide all construction, trenching, conduit and subconduit deemed to be necessary to bring the fiber optic facilities required to support the above-specified OC-3 and OC-12 services to the Customer sites listed in Attachment A. GTEC shall provide Asynchronous Transfer Mode ("ATM") switched service to Customer sites at the nominal speeds for each Optical Carrier Level installed.**
- 2. The term of this Agreement shall be for a period of approximately one year, terminating December 31, 1998, with three subsequent one year renewal options, each to terminate on December 31 of the renewal year, i.e. 1999, 2000, 2001. Additional renewals, on an annual basis, may be requested by Customer and will be considered at that time by GTEC. Modification of terms and prices may be offered and considered by either party with written notice 30 days prior to the expiration date of each contract year. This Agreement is subject to the California Non-Appropriation requirement.**
- 3. It is the intention of this Agreement to establish a guaranteed rate for the specified Services. Toward this end a one time Non Recurring Charge ("NRC") is allocated to GTEC to cover GTEC costs incurred for construction of all necessary facilities on behalf of Customer, including, but not limited to, materials, labor, permitting and right-of-ways required to establish facilities and service. The NRC amount shall be the obligation of the Customer, and payment of that NRC amount, as specified in Attachment A, shall remain an obligation of Customer until satisfied. Alternate funding sources and anticipated credits from governmental or non-governmental educational programs will receive all reasonable consideration by GTEC as a source for payment of NRC amounts and GTEC billing may be adjusted accordingly. Any such anticipated credits or funding sources will not relieve Customer of the financial obligation for payment of the full NRC until those amounts are received in full by GTEC.**
- 4. GTEC may elect to bill Customer for all or part of NRC proportionate to demonstrable alternate sources of funding by Customer, and based on work completed at time of billing. In any event, all remaining NRC will be billed to Customer, without regard for funding source, upon completion by GTEC of the work herein outlined. Amounts billed may, upon mutual agreement of GTEC and Customer, be extended to 120 days receivables to allow recovery of funding from alternative sources by either Customer or GTEC.**
- 5. If Customer shall default in the payment of any amounts due hereunder, or violate any other provision of this Agreement, and if such default or violation is not cured within thirty (30) days after written notification thereof from GTEC, GTEC may terminate this Agreement forthwith without any further liability to GTEC by furnishing written notification of such termination to Customer. Customer may terminate this Agreement upon thirty (30) days written notice. If this Agreement is terminated, however, Customer shall remain liable for the monthly charges for the Service which has been provided at the time of termination, as outlined in Attachment A, as well as any pro-rated NRC charges related to provision of the Service at time of termination.**

Page 2 of 3: Hacienda LaPuente USD: ICB Agreement

- 6. In the event GTEC's performance of this Agreement, or any obligation hereunder, is prevented, restricted or interfered with by reason of acts of God, wars, revolution, civil commotion, vandalism, acts of public enemy, embargo, acts of the Government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment from any vendor, or any other circumstance beyond the reasonable control and without the fault or negligence of GTEC, GTEC shall not be liable for any delay or failure in its performance.**
- 7. GTEC and Customer agree that in the event an error or omission is caused by GTEC, the liability of GTEC shall be limited to the extent provided by the California Public Utilities Commission Schedule D & R (Definitions and Rules), Tariff Rule Number 26.**
- 8. All facilities and equipment furnished by GTEC under this Agreement shall remain the property of GTEC through the life of this Agreement and its renewal terms.**
- 9. Repairs, if required, will be attempted within four (4) hours of the time the problem or failure is reported to GTEC by Customer during GTEC's normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excepting holidays), and within twenty-four (24) outside of GTEC's normal business hours.**
- 10. GTEC and its duly authorized employees and contractors shall have the right of ingress to and egress from the Customer's premises where GTEC facilities are installed in order to provide the Service or any repairs, in accordance with Customer's security procedures.**
- 11. This Agreement shall not become effective until authorization of the California Public Utilities Commission ("Commission") is first obtained.**
- 12. Expenses, including reasonable attorneys' fees, incurred in the enforcement of this Agreement, may be recovered by the prevailing party in any dispute between the parties regarding this Agreement. The "prevailing party" shall be the party determined by the court as a matter of law to have prevailed, or most prevailed, and not necessarily the party in whose favor judgment may be entered.**
- 13. Any changes or modifications to this Agreement must be in writing and executed with mutual agreement of both Parties, and subject to Commission approval.**
- 14. This Agreement shall at all times be governed by the laws of the State of California and the regulations of the Commission.**
- 15. Except for written amendments, supplements or modifications and substitutions in the list of Customer sites in Attachment A made after the execution of this Agreement in accordance with Paragraph 11 hereof, this Agreement represents the entire agreement between the Parties regarding the subject matter of this Agreement, and supersedes all prior negotiations, representations, and agreements, either oral or written, or made to any employee, officer, or agent of either party.**
- 16. Neither party may assign or delegate its obligations under this Agreement without the prior written consent of the other party.**
- 17. This Agreement shall not become effective until authorization of the California Public Utilities Commission is first obtained. Should the CPUC fail to approve this Agreement, the parties agree to negotiate in good faith to amend this Agreement in such a manner that it shall meet the requirements of the CPUC and still mutually benefit both Parties.**

Page 3 of 3 : Hacienda LaPuente USD: ICB Agreement

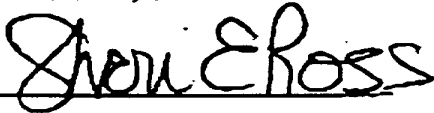
18. Hacienda LaPuente Unified School District shall assume responsibility for all amounts billed by GTEC at all sites listed in Attachment A of this Agreement.

19. The persons signing this Agreement on behalf of the Parties represent and warrant that they have the respective Party's authority to execute this Agreement.

Executed this 10 day of OCT, 1997.

GTE CALIFORNIA INCORPORATED
GTE One Place
Thousand Oaks, California

By

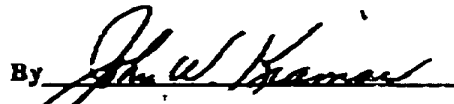


Title

GMBO

HACIENDA LA PUENTE USD
15959 E. Gale Avenue
City of Industry, Calif. 91716

By



Title

Supt.

AGREEMENT

ATTACHMENT A:

GTEC shall provide Hacienda La Puente Unified School District 43 non-redundant Optical Carrier Level 3 Concatenated (OC-3c), Asynchronous Transfer Mode User-Network Interface (ATM UNI), on single mode fiber at the sites listed below as Exhibit I under this Attachment. GTEC will also upgrade the existing OC-3 link to the District Office site at 15959 E. Gale Avenue to Optical Carrier Level 12 Concatenated (OC-12c).

Hacienda La Puente USD will provide terminating ATM equipment equipped with appropriate single-mode fiber interface cards compliant to UNI 3.0/3.1 at all designated operational sites. Terminal room facilities must comply with general electrical and environmental requirements provided by GTEC Engineering prior to deployment and installation of fiber links to each site.

Rates and Charges which apply to this Agreement are as follows:

All listed Sites in total:	<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
Simple ATM UNI & Fiber Deployment as required	\$4,000,000.00	\$ 49,000.00
VBR @ 120 Mbps SCR (43)	N/A	Included in MRC charge
VBR @ 400 Mbps SCR (1)	N/A	Included in MRC charge
VBR @ 150 Mbps PCR*	N/A	Included in MRC charge
VBR @ 600 Mbps PCR*	N/A	Included in MRC charge

(*) Cells exceeding PCR rate may be marked Discard Eligible

VBR = Variable Bit Rate
 SCR = Sustained Cell Rate
 PCR = Peak Cell Rate

Agreement: Attachment A: Exhibit 1: Site Listings

The following listed sites are included under this Agreement as the locations designated for implementation of the ATM service and deployment of fiber facilities, as needed.

OC-12 Site (aggregate)

District Office

OC-3 Sites

La Puente High School
La Puente High/West
Hacienda Heights Library (LA County)
La Puente Library (LA County)
Educational Television Headend
Workman High School
Del Valle Elementary & TMR
Sierra Vista Middle School
Workman Elementary
Baldwin Academy
Valinda Elementary
Grandview School (Elem & Jr. HS)
Wing Lane Elementary
Fairgrove Academy
Hillgrove Campus
Nelson Elementary
Sparks Middle School
Sparks Elementary
Temple Academy
Sunset Elementary
California Elementary
Willow Campus
Lassalette Elementary
Amar Elementary ("California East")
Valley High School
Wilson High School
Mesa Robles School (Elem & Jr. HS)
Grazide Elementary
Cedarlane Middle School
Bixby Elementary
Wedgeworth Elementary
Dibble Campus
Glenelder Elementary

Instructional Services Center (La Subida)
Los Molinos Elementary
Los Altos Elementary
Newton Middle School
Kwis Elementary
Orange Grove Middle School
Los Robles Elementary
Palm Elementary
Shadybend Elementary
Los Altos High School